

SHED AGREEMENT

THIS SHED AGREEMENT is made as of this ____ day of _____ (the "Effective Date"), by and between The City of Frederick, a Maryland municipal corporation, with its principal place of business at 101 North Court Street, Frederick, Maryland 21701 (the "City") and _____, a Maryland _____ with its principal place of business at _____ (the "Licensee").

WHEREAS, the City owns and operates a public park located at _____ and known as _____ (the "Park"); and

WHEREAS, the Licensee has requested that it be allowed to use a portion of the Park for the installation and maintenance of a storage shed to support its youth baseball functions; and

WHEREAS, the City desires to accommodate the Licensee's request, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the City and the Licensee agree as follows:

1. License.

The City hereby grants the Licensee a revocable license to use a portion of the Park as more fully set out herein. The Licensee may install and use on the Park a storage shed (the "Shed"), as described or shown on Exhibit A, attached hereto and incorporated herein by this reference, in connection with youth baseball practices, games, and related events and purposes. The Shed will be located within the Park as more specifically shown on Exhibit A. The Licensee shall maintain the Shed in good condition and in compliance with all applicable laws and regulations.

2. Governmental Permits and Licenses.

The Licensee is responsible for securing any and all required permits, licenses, and approvals. The installation, maintenance, and any future removal of the Shed must be in accordance with the City's Building Code and all other applicable laws and regulations.

3. Term and Termination.

The City, in its sole and exclusive discretion, may terminate this Agreement and may remove the Shed or require the Licensee to remove the Shed at any time, with or without cause. The City will make reasonable efforts to notify the Licensee at least five days in advance of revocation. The Licensee may remove the Shed at any time, subject to compliance with all applicable laws and regulations. Upon termination or expiration of this Agreement, Licensee shall, at its own expense, return the land on which the Shed was located to its previous grade and shall seed it as necessary to return it to the condition it was in immediately prior to the Effective Date.

4. Indemnification and Insurance.

The Licensee shall indemnify and hold harmless the City, its agents and employees, from and against all claims, damages, losses & expenses (including attorneys' fees) whatsoever arising out of or resulting from the Licensee's performance of the activities that are the subject of this Agreement, including but not limited to claims for injury to the person or property of any employee, officer, agent, volunteer of the Licensee or of any third party. This provision shall be considered a complete and total waiver of any and all liability on the part of the City, including its officials, servants, agents, and employees.

Before the Licensee is authorized to obtain a building permit to install the Shed, the Licensee will secure a certificate of insurance naming the City as an additional insured under the Licensee's insurance policy and will provide proof of coverage to the City Attorney at the address given in paragraph 6 hereof.

5. Hazardous Materials.

The Licensee agrees and represents that it shall not store or dispose of in or around the Shed any Hazardous Materials, as defined by Federal, State or local law as from time to time amended. The Licensee hereby further agrees that it shall indemnify and hold harmless the Licensee for any injury, loss, costs, fines, penalties, and/or damages arising out of the Licensee's failure to comply with this provision regarding Hazardous Materials or the Licensee's failure to comply with all Federal, State and local laws regarding Hazardous Materials.

6. Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

City: Deputy Director for Parks and Recreation
Division of Parks and Recreation
121 North Bentz Street Frederick, MD 21701
Frederick, MD 21701

Licensee: _____

7. Governing Law.

This Agreement shall be governed by the laws of the State of Maryland, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of Maryland located in Frederick County.

8. Severability.

If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

9. Integration and Modification.

This Agreement constitutes the entire final agreement between the parties and supersedes any prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party.

10. Assignment.

The Licensee shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the City.

WITNESS our hands and seals the day and year first above written.

WITNESS

THE CITY OF FREDERICK

By: _____

Mayor Michael C. O'Connor

WITNESS

LICENSEE

By: _____

Approved for Legal Sufficiency:

City Attorney